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N. D. 313, 113 N. W. 598; see 22 L. R. A. (N. S.) 1, note. And the determination of these legislative questions may be delegated, as in the instant case, to public officers or municipalities who may decide them without a hearing of the owners of the property affected. See *City of Boston v. Talbot* (1910) 206 Mass. 82, 90, 91 N. E. 1014, 1016; cf. *People v. Smith* (1860) 21 N. Y. 595.

CONSTITUTIONAL LAW—POLICE POWER—MUNICIPAL ORDINANCE.—A city ordinance required street railways to sprinkle their tracks when necessary to settle the dust. The defendant was fined for refusal to comply with the statute and applied for a writ of *certiorari*. *Held*, that the writ be denied. *Pacific Gas & Electric Co. v. City of Sacramento* (1919) 40 Sup. Ct. 79.

The court based its decision on the ground that the ordinance was a valid exercise of the police power of the state which was delegated to the city. See *supra*, RECENT CASE NOTES, *sub. tit.*, CONSTITUTIONAL LAW—IMPAIRMENT OF CONTRACT; Ann. Cas. 1912B, 1139 note. It seems that the only limitations on such legislation are that the result desired be practical and that the penalties for non-compliance be reasonable.

CONTRACTS—BROKERS' COMMISSIONS—WHEN EARNED.—The defendant, a Canadian corporation, through the agency of the plaintiff, entered into a written contract with parties in New Foundland for the sale of a British steamship for \$475,000. The purchasers paid \$5,000 at the execution of the contract, and the defendants paid the plaintiff his agreed percentage of the payment. He then sued for his commission on the remainder of the sale price which had not been paid. *Held*, that the plaintiff should recover, because he earned his commission when the contract was signed. *Warner v. Gaston, Williams and Wigmore, Ltd.* (Nov. 13, 1919) C. C. A. 2d, Oct. Term, 1919, No. 8.

The defendants offered in evidence section 39cc of the British Defense of the Realm Regulations which forbade the sale of any ship without the permission of the Shipping Comptroller. The purchasers had no such permission. But as there was no evidence that this would prevent performance of the contract, the court refused to consider the purchaser's failure to obtain permission as an excuse and justification for the defendants' refusal to perform their part of the contract. This case applies under unusual circumstances, the rule that a broker earns his commissions at least when he procures a purchaser ready and willing to buy, with whom the seller enters into a contract. Cf. *Lang v. Hand* (1894) 57 Ill. App. 134; cf. *Alt v. Doscher* (1905) 102 App. Div. 344, 92 N. Y. Supp. 1112; cf. *Knisely v. Leathe* (1915) 266 Mo. 355, 178 S. W. 453.

DECLARATORY JUDGMENTS—DECLARATION OF FUTURE RIGHTS AND DUTIES ARISING FROM CONTRACT—CONSTRUCTION OF WRITTEN INSTRUMENT.—The defendant water company supplied water to company A under various contracts. A in turn supplied this water to the city of Bayonne, New Jersey. In 1917 A assigned its contracts with the defendant company to the municipality, whereupon the defendant refused further delivery of water, on the ground that by the assignment it had been relieved of further performance of its duties arising from the contract. The city thereupon sued for an injunction and for a declaration as to the future rights of the plaintiff and the defendant arising from several of the assigned contracts. *Held*, that the injunction and declaration issue. *Mayor and Council of City of Bayonne v. East Jersey Water Co.* (1919, N. J. Eq.) 108 Atl. 121.

See COMMENTS, *supra*, p. 545.

DECLARATORY JUDGMENTS—DECLARATION OF PRIVILEGE OR ABSENCE OF DUTY.—The plaintiffs were the owners of a vessel which they chartered to the defendants in 1914 for a period of eight years, with a proviso that hire was to cease

from the day the vessel should become lost. In 1917 the vessel was requisitioned by the British Admiralty under terms that if she were lost by war risks, compensation would be made on her ascertained value. Shortly thereafter she was sunk by the enemy. The plaintiffs instituted proceedings against the defendant and sought a declaration that the admiralty compensation belonged exclusively to the plaintiffs. *Held*, that the declaration be made as requested. *London-American Maritime Trading Co. v. Rio Janeiro T. L. & P. Co.* [1917] 2 K. B. 611.

See COMMENTS, *supra*, p. 545.

GIFTS—DELIVERY—INTENT—ACCEPTANCE.—The grantor executed deeds which he delivered to a third party with written instructions to hold until the grantor's death and then deliver to the grantees named therein. The deeds in a sealed envelope were placed in a safe deposit box, to which the grantor acquired a key. He continued to exercise full control over the property described in the deeds, paid taxes, renewed a mortgage, insured the premises and listed them for sale with a real estate agent. After his death the unopened envelope was found in the box with his private papers. An heir sued for an interest in this property. *Held*, that he should not recover, because there had been a valid gift of the land. *Moore v. Downing* (1919, Ill.) 124 N. E. 557.

For a discussion of this and other similar recent cases, see COMMENTS, *supra*, p. 549.

INTERSTATE COMMERCE—TELEGRAPHS—INTRA-STATE MESSAGE—TRANSMISSION THROUGH ANOTHER STATE.—A telegraph company, having direct lines between two places within North Carolina, transmitted a death message through an adjoining state for the purpose of evading the state law relating to the recovery of damages for mental anguish. The plaintiff sued to recover for mental anguish. *Held*, that he should recover, since the message did not become interstate by such transmission. *Watson v. Western Union* (1919 N. C.) 101 S. E. 81.

The principal case is opposed to the majority view that under the 1910 amendment to the Interstate Commerce Act of 1887, any crossing of a state line makes the message interstate. See L. R. A. 1918A, 805; 28 YALE LAW JOURNAL, 831.

LIBEL AND SLANDER—PRIVILEGE OF WITNESS.—In an action for an accounting, the defendant testified at the trial that the plaintiff had embezzled a thousand dollars in the transaction in question. The plaintiff sued the defendant for slander. *Held*, that recovery be denied, because the statement was pertinent to the issue then on trial and therefore privileged. *Weil v. Lynds* (1919, Kan.) 185 Pac. 51.

The decision is in accord with the great weight of authority: A statement made by a witness, counsel, or party in judicial proceedings, relevant to the pending inquiry, is absolutely privileged, even if made voluntarily. But if the statement is irrelevant, it is conditionally privileged, depending upon whether it was made in good faith and believed to be pertinent as well as true. *Cf. Keeley v. Great Northern Ry.* (1914) 156 Wis. 181, 145 N. W. 664. See (1919) 28 YALE LAW JOURNAL, 608; but see (1919) 29 *ibid.*, 106.

PROPERTY—CUT TIMBER—NO ACTION BY OWNER NOT IN POSSESSION.—The plaintiff sued for the value of timber which, as he alleged, the defendant cut and converted while in the possession of the plaintiff's land claiming title thereto. *Held*, that the petition disclosed no cause of action. O'Neill and Provosty, JJ., *dissenting*. *Ducros v. St. Bernard Cypress Co. Ltd.* (1918, La.) 82 So. 841.

See COMMENTS, *supra*, p. 539.